

Contracts, N<sup>o</sup> II.



Signature and Name of Contractor  
(bought from first book)



1916-43-0











A written promise to pay the debt of another if he does not, is discharged by promisee's granting forbearance to the debtor. (Art. 1301) - There is tacit understanding, that an action is to collect it of the debtor, if he can.

occurs, where it is collateral  
oblique, restoration proceeding parallel  
N. Am. 373. 3yde 353. 1894. 1905

A judicial confession by the defendant  
relating the authenticity of proof will  
prevent the application of the Statute.  
Co. Tenor pleaded, and was found guilty in  
Court. (Ed. 238 Peake, R. 15 Peake E. 204.  
Pugh v. Pugh, Brown & Co. v. Pugh, as a strong  
the star witness who had been established.

Dec. 1898, '2.

then, according to the above rules the  
affirmative must be written to be bind-  
ing, <sup>it is</sup> not necessary, in declining to  
say that it is <sup>sufficient</sup> sufficient <sup>in writing</sup> if  
clear in evidence (Rob. 202 1st May 29th  
Rule exp. Dec. 28 & Jan 1890). For testator  
introduces a new set of evidence only, & a  
new set of testimony. [37 R. 150. 1st and 2nd. 2th.  
R. 214 (n.s.)]

1880. 2. Post 145. 12 Nov. 540. L. Dec 65.

Chicago ~~Secretary~~ to the Declaration Committee  
a promise in writing ~~to the~~ substant

1. *Peckhamia* (cf. *Peckhamia* 350 n): A rather, perhaps, if somewhat, related under *Peckhamia*, if *Peckhamia*.

13 not in writing - no proof being necessary. <sup>confining</sup> <sup>to full proof by yr</sup> <sup>proper wt</sup> <sup>in form & all</sup> <sup>contracts</sup> <sup>are</sup> <sup>social ties</sup> - Ant. 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 9

Secur. if such Contract is pleaded in bar  
of another action. Rob. Co. v. M. 49.  
11 E. 2. 2. Ray. 450. 'Cicuta sticta, required in  
a case you recd. &c.

promise upon one of the same conside<sup>ra</sup>  
• to parol, ~~and~~ to pay the cost of an-  
other, and also to do some other thing with  
in a state of Calm. Etc.

+ (i.e. upon one  
the same con-  
sideration.)



Statute of

III. Agreements in consideration of  
Marriage.

This statute relates not to promises to mar-  
ry: These are good though by parol.  
~~but to settlements~~ Since 1704 & Statute 1707  
1707, cap. 3. Statute 1707, cap. 3. - 1707, cap. 3. 411 cont.

It relates only to settlements in considera-  
tion of Marriage; i.e. such as are  
made ~~in consideration of Marriage~~  
upon of Marriage Settlement, or ~~provision~~  
provision. These, to bind, must be written.  
On 27th 2. 1707, cap. 3. 411 cont.

These, to be binding, must be written & signed.  
[No exceptions to this rule - next in con-  
sideration - performance. (P. 1707)]

Particulars of this, whether a part or a  
present <sup>this kind</sup> would not be good if it were stipulated  
that it should be used to settling.  
1707, cap. 3. 1707, cap. 3.

But such stipulations, if promised, make  
no difference; & may not take the name  
of the Statute. (P. 1707, cap. 3. 411 cont.)  
On principle it cannot. As much longer,  
in proving y<sup>e</sup> stipulation, by parol, as in proving y<sup>e</sup> principal  
cont.



74. Statement of the Nature and Limits of Contracts  
Thompson, B.

3rd 2nd. A letter written to each ~~man~~ agent,  
stating the ~~terms~~ <sup>parag.</sup> of an agreement ~~had~~  
made by ~~the~~ <sup>golden staff</sup> agent.

92. 93. 97. (B. & M. 500. Ch. 12.) - This tho' not a written  
agreement is a written ~~memorandum~~ <sup>evidence</sup> of it - written evidence.

93. It must furnish circumstances the terms of  
the agreement. Since, it is uncertain.

11. Feb. 179. R. Ch. 500. Extra 425. 1. A. M. 12.  
1. Feb. 18. 189. 1. Ch. 290. see 2. Ch. 28. 1.



Statute of the Master and Wardens of the City of London

1823. W. Bantock for the sale of land in the City of London

182.

Lands of a thing annexed to land if sold in contemplation of severance. But within the Statute.

1823, 502.  
1823, 362.  
1823, 362.  
1823, 362.

Three years of service - 1823, 362.  
1823, 362.  
1823, 362.

\* In the case of a lease for years, the leaseholder is bound to pay the rent for the whole term, even if the land is sold before the term expires.

And a proviso between the owner & the leaseholder, that each shall have a certain rent of the land, & the leaseholder is not bound to pay the rent for the whole term, even if the land is sold before the term expires.

Now settled that they make no difference between the two cases.

Parol promise to pay for house bought in Corn.

See Prosser v. Bostwick, 1823, 362.

Once again in Corrat that a parol agreement is prima facie at the time of making to pay for any replication in the subscription and was within the Statute.

\* In the case of a lease for years, the leaseholder is bound to pay the rent for the whole term, even if the land is sold before the term expires.

See Prosser v. Bostwick, 1823, 362.  
1823, 362.  
1823, 362.

Statute of  
Examiners

2<sup>d</sup> Edw. 3.

of the Statute which binds of Contract

But, legal Agreements for sale of land  
are binding in some cases, the Statute  
notwithstanding.

Relevant Such agreements under the  
Statute, if possible, consistent  
with the spirit of the Act and the rules  
of evidence <sup>there is</sup> no inherent impossibility  
in the Contract. The difficulty in pro-  
ving it the Statute merely introduces  
a new rule of evidence to prevent  
fraud and perjury.

~~But~~ the Statute ought to be liberally  
construed. 10 B. & C. 1. 4. 1848.

2<sup>d</sup> Examiners beginning, in enforcing the agreement,  
have not to be within the spirit of  
the Act. If a bill filed on specific  
performance, the relevant is his own  
view of the agreement. No danger  
of fraud or perjury, in acting on  
a confession. 10 B. & C. 1. 4. 1848.  
10 B. & C. 1. 4. 1848. 10 B. & C. 1. 4. 1848.  
10 B. & C. 1. 4. 1848. 10 B. & C. 1. 4. 1848.  
10 B. & C. 1. 4. 1848. 10 B. & C. 1. 4. 1848.

17.  
of the nature and kinds of contracts

4th case. Plessey says Powle, the Contract is in writing  
agreed in the answer - (1 Pow 290) - But  
~~is not a contract~~. But this is not a sound reason.

In this ~~last~~ case, if defendant does not  
insist on the Statute; he is clearly bound.  
(10th 155. 100. 2. B. 3d 315. 1. 2. 3. 33. Plessey 210)

2d. if he unrepehably submits to a course of performance. (10th 155)

And if plaintiff alleges a written agreement, evidence of a course of performance will be given if defendant does not insist on the Statute. (10th 155)

2d: as to the first example, if defendant, though admitting the agreement, ~~but~~ insists on the Statute by plea. Can the agreement <sup>then</sup> be enforced? (10th 155. 100. 2. B. 3d 315. 1. 2. 3. 33. Plessey 210. - vide 3 2d 3, and That Chancery would come in, though the defendant had insisted on not performing it."

3. 2d 155 Defendant did insist on the Statute by pleading; yet, he having accepted the agreement in his answer, the plea was overruled, <sup>and</sup> the agreement decreed. (10th 155. 100. 2. B. 3d 315)



75.  
Statute of Charles II Of the nature and kinds of Contracts  
in 1 R. 2. c. 13. rule laid down gener-  
ally, that an agreement confessed, is  
out of the Statute; for 12 R. 2. c. 13.

Decided contra at Law, i.e. that if a  
person having confessed the agree-  
ment by answer in Chancery, insists  
on the Statute, he is not liable on the  
agreement. (2 R. 2. c. 13. to Reg. 158)

2 R. 2. c. 13. R. 107.

So by 1 R. 2. c. 13. (4 R. 2. c. 23. see 1 R. 2. c. 13.)

So by Brown v. Byrne, (2 R. 2. c. 13. 4)

In 2<sup>d</sup> R. 2. c. 13. the plea of the Statute was allowed <sup>by the Court</sup> though the agreement was not denied. But this decision was on the special circumstances of the case. (1 R. 2. c. 13.) The Agreement was incomplete; only general heads by way of instructions to an attorney; particular terms not settled. See per dictum. (see 1 R. 2. c. 13. 4)

see 1 R. 2. c. 13. (also 2 R. 2. c. 13. 4)

where the agreement was not confessed.



+ also more danger  
of poisoning by lett.  
in a. clapsot-agre-  
ments, than in all  
others.





Statute of  
Treas.  
4<sup>th</sup> Ed.  
an. 10<sup>th</sup> Ed.

of the various kinds of contract,

~~The construction of our statute  
ought to give the B. Clerk the cat-  
ch word power as a construction  
which was not enacted. I would  
gladly contrary to the spirit of the  
Statute.~~

~~See Agreement between the same  
I have signed the agreement that each  
shall in of the best is good though  
not in writing) spirit (I have signed  
the agreement to be made as above.~~

~~and the subject of our visit for 23rd of the month  
and a discussion will be held on the subject of the  
subject of the subject. The subject of the subject, seems to be good  
kind of.~~

1864

The same is introduced in  
2<sup>d</sup>. Other exceptions by the Statute, are  
admitted, in the proviso, that an  
act made to prevent fraud ought  
not to receive such a construction  
as would protect and encourage it.  
H. R. R. 55 & P. 202 Feb 1822.  
To the act it is intended to be applied.

So that where a Party, by not go-  
ing a parcel a quondam, will pro-  
vide a greater ratio on the other than  
would result from a mere branch of  
the same and itself, as i go. really  
often bit in its own. (Feb 15-28)

Statute of  
Treason, &c. of the various kinds of Contracts

4<sup>th</sup> class.

But ex<sup>2</sup>.

Therefore a partial agreement performed  
or partly performed on one side at the  
request, or with the consent, of the other  
Party will bind the latter.

Q. A lease, to C. by Parol, for 20 years, to  
 enter under the lease, and begin to  
build, or incurs a lease in improvements.  
 Contrast Leasehold in Chancery, at 18 p.

1. Doubt 190 + Pow. 29046 + M. R. 600 + Pers. 200

Pla 483. 3. 27. 105. 2. 343. 019. 1. 303.

Nov. 83. 274. 1. Dec. 74. Kib. 399. 1 Nov. 159.

Per. 4. 34. - 3. H. 348. Rob. 130-2 135. 1. Root. 77 8

otherwise, he might take advantage of  
his own hand. For by accepting, or  
permitting, part performance by B.  
(or intending to perform himself), is  
in itself, a fraud. B. Brown's 30. & 35.

Q. E.g. Ca 28 48 g. Al<sub>2</sub>O<sub>3</sub> - 34. Pr Ca. 581-

1. Br. bl. 417- 1. Br. y 397

Beside, the Act done, (at acquiescing) afford descriptive evidence of the agent's act; and thus the range of forgery is diminished.

Q. (Rev. 309) Re. whether <sup>this</sup> circumstance has any operation? (Rev. 131-2  
138.

See the last direction. (Ref. in margin)

in such a case the agreement has been explained through the terms, if it was not precisely stated by the parties.

Nov. 29 22. 2248' 1" 5' 10" 523.



of the nature of a lease and contract  
relating to the use of land, in pur-  
suance of a verbal agreement, by a  
sufficient part of the owners by  
order of the Com. 297-300. 2 Nov. 203. 255  
Part 2. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 8

2nd taking possession under the agreement is deemed sufficient notice to a subsequent purchaser. So that the first purchase under the prior agreement will hold against him.

Compensation of <sup>appointed by</sup> ~~any~~ as part of the  
consideration of <sup>an</sup> ~~the~~ agree-  
ment, has been held to be such  
a part performance <sup>by virtue</sup> as to take the  
issue out of the Statute. <sup>†</sup>

[illegible][illegible]

~~But~~ Instrument of conveyance of the L. S. Co. from A. 1795  
is in full & of record, not a trust performance.  
~~Therefore, we~~ do not take any in. out of it. That:  
~~the~~ aliquot

[illegible]

Statute of the Nature and Kind of Contracts

Part 1 - Part 2 is <sup>in any sense</sup> not in part performance; not subsequent to, and in fulfillance of the agreement; <sup>but</sup> more completely in executing the contract; a form of stipulations.

In the case of part performance may be received at law for such performance. (See 308. Sec. 2.)

Sec. 3 For Payment of earnest does not constitute at the statute. (See 308. of Part 2. Sec. 3.) The earnest itself may, however, be received at law.

Question whether the receipt of the earnest is in part performance; may be proven by parol. (See 308. of Part 2. Sec. 3.) The rule is that if the parties are in the same place at the time of the contract, it is provid by parol. It is not to be generally applied.

Sec. 4 For a parol agreement, in part performance, by parties, will be received at law. This is the rule. (See 308. of Part 2. Sec. 4.)

To take the parol agreement out of the statute on this ground, but the fact that the parties are not in the same place, as would prejudice the party claiming, unless the agreement is so clearly proved. The parties are not in the same place, as would prejudice the party claiming, unless the agreement is so clearly proved. (See 308. of Part 2. Sec. 4.)

Statute of  
Marriage  
4th ed.  
Part 2.

# Of the Nature and Effect of Contract

And the <sup>apud</sup> act, ~~affirmed~~ to have been  
done in part, performance, must  
be such, as, in the opinion of the Court,  
would ~~not~~ have been done, but with  
a view to perform the agreement.  
~~And it affords no presumption that~~  
~~the agreement is distinct~~ <sup>considered</sup>

+ This was not  
such a part  
as to take  
it out of the  
statute, as  
only return  
of, as he was  
before.

E. G. agreed to take a lease of a  
containing in part, performance.  
+ See 139 145 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000

Giving possession is sufficient, (ante, 82.).  
Giving of giving directions for convey-  
ance; Giving to view the estate.  
There are merely introductory or  
willary to <sup>a conveyance</sup> (ante, 82.).  
Rob. 139 145 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000

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Marriage is not of itself considered  
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ment in consideration of marriage.  
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But it is ~~held~~<sup>held</sup>, that a parol contract, (in a civilisation of Marriage), by a third person (as a father to one of the parties), is taken out of the statute by the Marriage, if it take place with his consent. —

From 1898-1899. The part to the museum.  
From 1898-9. 2. From 20. 1. From  
297-8. 309.

where the wife was allowed by the Court, during the interregnum, to receive the interest of a certain sum, which he had before the divorce agreed to settle to her ~~life~~. Repetate and the agreement was adjudged binding on the ground of part.  
performance.

Can a Widow be bound by her former  
part performance? No prejudice to the  
title = in re ex apt

Note: The plea was <sup>in fact</sup> <sup>by apt.</sup> <sup>Decided</sup> on the plea of circumstances. - Wente, 85.

to cutting down timber, in pursuance  
of the arrangement agreed upon with the  
other party. A sufficient part performed, viz.  
1. Saw 34 2 2 1/2 in 27

85  
State of  
Mass. 1836  
4th Feb.  
Circuit

Of the nature and kinds of contracts  
Our Court of Errors have holden, that  
part performance in paying money,  
does not take a parol agreement  
out of the statute.  
But holden by our Court, that a  
complete performance on one side, viz.  
(Part 399). And the our Court  
have since holden part performance  
sufficient. - p. 225, that payment  
of part, and making possession, takes out  
of the statute.

It is in the  
nature of a  
contract, and  
is not a  
contract.

When the case is possible (i.e. to prevent  
fraud), even <sup>deed</sup> (written contract, be-  
cause in our interest in land, and  
the statute, may be contradicted,  
in giving the parol agreement if  
there was a part in the execution of  
the instrument. - V. Grant, have  
obtained a one, refused to execute a  
deed, according to agreement.  
Feb. 1836. 3. 2d 389. 5. 11th 423  
1. 2d 1836. 1. 2d 1836. 2. 2d 1836. 1. 2d 1836.  
1. 2d 1836. 1. 2d 1836. 1. 2d 1836. 1. 2d 1836.  
received as to the contents of the deed.  
Proof of part of the agreement, being given by means of  
proof of part.

Of any kind,  
a parol contract may be proved  
where it is only an endorsement to an ac-  
tion for part, the action not on the con-  
tract. (1. 2d 1836. 1. 2d 1836. 1. 2d 1836. 1. 2d 1836.)  
And if the agreement is not an  
instrument, or means by which it is affected,  
proving the deed is not showing  
the agreement, in which the deed is, but is  
a parol contract.  
Exemption to a parol contract may be shown in case of  
conspiracy to defraud in the execution.  
1. 2d 1836. 1. 2d 1836. 1. 2d 1836. 1. 2d 1836.  
a parol contract. 1. 2d 1836. 1. 2d 1836. 1. 2d 1836. 1. 2d 1836.  
Part 399.

+ 1. 2d 1836. 1. 2d 1836. 1. 2d 1836. 1. 2d 1836.  
proving the deed is not showing  
the agreement, in which the deed is, but is  
a parol contract.  
Exemption to a parol contract may be shown in case of  
conspiracy to defraud in the execution.  
1. 2d 1836. 1. 2d 1836. 1. 2d 1836. 1. 2d 1836.  
a parol contract. 1. 2d 1836. 1. 2d 1836. 1. 2d 1836. 1. 2d 1836.  
Part 399.





Statute of the Nature and Kind of Contract

3<sup>rd</sup> class

More than a year.

V. Contracts not to be performed within one year from the making. Or a promise to pay, or to do, not less than one year hence.

*This clause was not enacted in this state, till 1821. The prior clause in 1774.*

It is said, that the law does not extend to any agreement concerning lands or tenements. (See 290

1. from 189. and 2. B. 324) ==

~~where~~ because [I suppose] the preceding clause extends all the provisions, intended to be made, of contracts of that kind. They are generally of no effect, wherever to be performed.

*See also, however, a hard case, where the last of this kind, completed, a party executed, the promise, concludes (see 1. B. 324)*

Where the performance is to take place on a contingent event which may or may not happen within a year, <sup>it is not</sup> within the Statute.

On the return of a Bill

Vol 250 Feb 1804. Bull. 280. Str. 536  
3. B. 108. 2. B. 324. 3. B. 324. 3. B. 324  
Bull. 250. Parker v. 214.

Ex. to pay on A's Marriage  
Skin 333 L. Ray 310 Ast. 104

Co., & promise to leave a sum of money  
to Shonippe by will.  
Fall 200. 3 Pm. 12 yr.

And to make <sup>not contingent</sup> ~~the~~ Contract binding,  
there is no need of the Contingency, as  
usually happening within a year. For  
the Contract is good, or not so, at once.  
(If the Ship is 21<sup>st</sup> & over 20<sup>th</sup>), as if ship in 40 days, does  
not return, within a year.

This clause, then, extends only to contracts which, according to their express terms, are not to be performed within a year! 3. Bur. 1005. Packet Ex 214.

is held in Com.  
And even as to them, it ~~is true~~, that  
where the provision is made, as in a  
continuing, and recurring considera-  
tion, it is <sup>to be</sup> ~~to be~~ performed <sup>by</sup> ~~by~~ <sup>the</sup> party  
from the time, when the <sup>condition of</sup> ~~condition~~  
is complete. To part provision to  
pay for boarding one child two years,  
for one year - &c. &c. &c.

Re-enacted  
Nov 1821.

17 The Sixth class of con. <sup>ts</sup> contemplates  
by § 1. stat. # 11, not to require a dis-  
crete <sup>examine</sup> examine except by concord need not appear  
in writing: & "promt" only being req<sup>d</sup> to be written & Earl 507.

4 The term in y.  
stat. is "the again"  
I think it is

of the nature and kinds of contract.

Article 24 says, "in all contracts of the different branches, containing the of the state."

Gen. L. B. W.

The construction of the statute is the same in Chambers as at Law; the re same is political being the different ( W. R. R. 103 to 404 1844 1845 1846 1847 1848 1849 1850 1851 1852 1853 1854 1855 1856 1857 1858 1859 1860 1861 1862 1863 1864 1865 1866 1867 1868 1869 1870 1871 1872 1873 1874 1875 1876 1877 1878 1879 1880 1881 1882 1883 1884 1885 1886 1887 1888 1889 1890 1891 1892 1893 1894 1895 1896 1897 1898 1899 1900 1901 1902 1903 1904 1905 1906 1907 1908 1909 1910 1911 1912 1913 1914 1915 1916 1917 1918 1919 1920 1921 1922 1923 1924 1925 1926 1927 1928 1929 1930 1931 1932 1933 1934 1935 1936 1937 1938 1939 1940 1941 1942 1943 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 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note on the 3d advertisement, written a private  
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(infra)  
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 10. 9. B. 348. 15. B. 2. 15. 6. j. 28. 14. B. 190. 3 Johns. R. 210.  
 # Sed. 2nd.  
 # { K. alio, where 4 guaranty is simultaneous w. orig. London  
 taking, & then form but one transaction. 18. Aug. 29. 11. B. 221. 1 Mill. 440. }

+ I may be imposed,  
as such.

The Agreement ~~and~~ contains the  
points and about of both parties. Some  
of the authors is Edwardes Esq<sup>r</sup> as  
evidence of the agreement between  
the two counts. I received it Feb 20

Statute of the Province and County of ...

Signature Equity West

Signature Not only a signature in usual form, <sup>at its first writing,</sup> but the name of the party to be bound <sup>by him, or his agent,</sup> written in any part of the instrument, if intended to give authenticity to it, is a sufficient signature. ~~(see how there is a signature for the other part)~~

~~to be authentic~~  
~~signature~~

1. Pro. 118 C. 2. Ca 2732. 1. Pro. 2 2. th 1743.  
2. Pro 283-4. 1. th 1784.

3. L. & C. 3. agree with C. 2. to sell to him, <sup>not submitted, but signed</sup>  
Black more to. <sup>(see 7th 23- 379. 1. 1784)</sup>  
Revised 1784 - Pro 120 3. 3. th 1809. Pro 249.  
4. Pro 238. Pro 2. 1784.

Occurs, where the name, or name in the body of the instrument is not intended to give authenticity to it - C. 2. having agreed to loan to B by part words in directions for making the loan in these words: "the loan to be renewed: A. to pay interest." <sup>1784</sup> Signature by A. or A's name was inserted merely to explain the stipulations - Not to authenticate the agreement. (C. 2. 1784. 1. 1784. 1. 1784. 1. 1784) It was not in the form of an instrument - not intended, as such.

It seems to have been for some time, that one party's written alterations in any part in the draft of an agreement, was a sufficient signature.  
(see 249. 1. 1784. 1. 1784)







95  
Statute of  
Frauds &c

~~Rule 10~~  
~~The statute does not apply to an agreement in writing~~  
~~signed~~  
~~by the parties or their~~  
~~attorneys or agents~~  
~~in writing~~  
~~and~~

of the nature and kind of contracts

~~vide J. & C. 157. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847. 848. 849. 850. 851. 852. 853. 854. 855. 856. 857. 858. 859. 860. 861. 862. 863. 864. 865. 866. 867. 868. 869. 870. 871. 872. 873. 874. 875. 876. 877. 878. 879. 880. 881. 882. 883. 884. 885. 886. 887. 888. 889. 890. 891. 892. 893. 894. 895. 896. 897. 898. 899. 900. 901. 902. 903. 904. 905. 906. 907. 908. 909. 910. 911. 912. 913. 914. 915. 916. 917. 918. 919. 920. 921. 922. 923. 924. 925. 926. 927. 928. 929. 930. 931. 932. 933. 934. 935. 936. 937. 938. 939. 940. 941. 942. 943. 944. 945. 946. 947. 948. 949. 950. 951. 952. 953. 954. 955. 956. 957. 958. 959. 960. 961. 962. 963. 964. 965. 966. 967. 968. 969. 970. 971. 972. 973. 974. 975. 976. 977. 978. 979. 980. 981. 982. 983. 984. 985. 986. 987. 988. 989. 990. 991. 992. 993. 994. 995. 996. 997. 998. 999. 1000.~~

Notes here of what matter is in int. in land  
+ a v. subscription. - There is no requirement that it must be in writing -  
tion, by an auction  
ter, which not is it has been  doubted  indeed,  whether  
be (1877, 1878) the sale of public Auction are excluded  
ca. cited was not in the Statute at all. The  
a sale of land after  
march of land.

being public, and so  
little  
of property. (Rule 207. 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000.) But it does not appear, by  
any direct authority, or by the words of any  
reasonable rule of construction, that such  
cases stand upon a footing different from others.

part of an entire contract is  
in the Statute the whole is so  
to make to pay another, but not  
to some other set.

if printed name may be a sufficient  
signature. P. & T. v. B. (1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000.)  
to the name is printed to his signature  
and reliance on his signature



State of the nature and kind of the  
 French. It is not necessary, that the nation  
 be an agent, signifying by his own  
 who must be in writing. The sole reason  
 being, that the case is out, be in writing  
 signed & affixed to the text. It is a moderate  
 to the fact - the title to the text, 35.

Not necessary that the identical French  
 text should be signed.

Sufficient, if it is acknowledged by a  
 writing, that is signed. (Col. 1st. 3. No. 4. 38)

I return to you a non-agent (ante) Italian  
 the terms of non agreement made.  
 This is a non in writing, & yet not.

The here writing is an agreement  
 in the 4th part of the French text or reference  
 with the necessity of signing.

# Of the Consideration necessary to support a Contract

A contract is "an agreement upon  
sufficient consideration to do or not  
to do a particular thing." (C. B. 442)  
According to this definition, a considera-  
tion is the essence of every contract.

Consideration is the material cause  
of a contract; that, in consideration,  
or on account of which, each party is  
induced to give his assent.  
C. B. 337. C. B. 443-4.

What is Consideration?

Good.

Two kinds: good, and valuable.

1. A good consideration is ~~that~~ that  
of kindred or natural affection  
between near relations.

C. B. 337, 444. 2. C. B. 337. 1. Barn. 427.

2. Good 337 - in Gifts Deed, (p.)

But of most strict relation, embraced in term "near re-  
lation" is that of consanguinity & affinity. (in Deed.)

Such a consideration, in contract, is  
not sufficient, as between the  
parties - It must be even love, father  
or son, in case of natural affection.

Put as against creditor and bona fide  
creditor generally is sufficient,  
as in Deed. C. B. 337.









## Considerations of Contracts

Special Points.  
Cont. 5

~~Even a loan to third persons.~~

But a <sup>loan</sup> merely reducing a contract  
to writing ~~is~~ may not supersede  
the ~~validity~~ of consideration. (ante, 102.)

~~It is not necessary that in strictness and in~~  
~~judgment of law~~ consideration <sup>is</sup> ~~is~~ <sup>is</sup> ~~is~~  
necessary to the validity of a sealed in-  
strument, or specially: Though a plain-  
tiff need not prove consideration,  
and the defendant can not, at  
law, even the want of it. But from  
the operation of the instrument  
it is presumed <sup>+</sup> ~~is~~ presumed. (P. 514.)

+ And therefore,  
if it is not a consideration,  
bound to prove  
one.

See 232 B. Case 305 B. Bur 1839.  
234-2 R. 1838. Bur 200.

2. <sup>presumed</sup> Consideration being presumed, if re-  
futant might disprove it, he might  
contradict his deed, which can not  
be done. (P. 314) 2 R. 200. Case 434-  
19 R. 320. 2 R. 100. 100. 100. 100. 100.

+ He is obliged  
to deny it.

Suppose that the want of consideration  
is shown upon the face of the instrument.

+ Can it be en-  
forced? Yes, not.

~~See 234-2 R. 1838. Bur 200.~~

234-2 R. 1838. Bur 200. 234-2 R. 1838. Bur 200.

~~See 234-2 R. 1838. Bur 200.~~

~~See 234-2 R. 1838. Bur 200.~~







## Consideration of Contracts

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1. From something advantageous to promisor. E. g. consideration of my ~~putting additional goods~~ <sup>in his instance</sup> to D. S. to say he promises to pay hereafter. Here the consideration is something advantageous to him.

The quantum of consideration is immaterial. The law does not regard proportion <sup>in his instance</sup>. - Sufficient, if it is any value <sup>there is any value</sup>.

E. g. a pepper-corn - 2 Penn. 213. 2 Pers. 152.  
1 Wb. 231. 2 Pers. 818.

Exec. of a pushy <sup>because of</sup> ~~no value~~ -

Insignificant considerations are not deemed considerations in law.

1. Cas. 285. 2 P. 24. 2. Ad. 23. Bro P. 206.

E. g. <sup>3rd</sup> any thing however trifling to be done by him, in whose favor <sup>the agmt is made</sup> it is sufficient consideration. If A leases to B. Obligations to B. rent becomes due. B. promises to pay it if A will show him the lease. - Now showing the lease gives B. an action on the promise. (1. Cas. 343. 6 B. 64. 100 to 640. 2 P. 242.)













Considerations of Contracts

2. Promise by another to pay a debt due from her son, who was dead, if Plaintiff <sup>may</sup> be liable to her, is not obligatory. No Consideration. It was not liability for bearance to her, no disadvantage to promisee. (1. Rev. 354-5: Harv. 73. 3. Est. 90.) It there is no moral obligation in to pay.

3. If one is arrested on void process and a lotter, in consideration of his release, promising to pay to him the lottery. No consideration. 1 Rev. 355-6. Est. 94. Disinterested, Harv. 73. Release only from false imprisonment.

+ will accept. 20. Promise by 2. to pay B's debt if the creditor will be liable to her. No consideration. It was not liability for bearance to her, no disadvantage to promisee. (1. Rev. 350. Harv. 73.) It was not liability for bearance to her, no disadvantage to promisee.

But a promise in consideration of for bearing a suit, is good if there is a disadvantage to promisee for the suit. P. M. (ant. having bought stock and stock, etc. (B's) liability, in consideration of for bearing a suit, is good if there is a disadvantage to promisee for the suit.





# Considerations of Contracts

1. East, <sup>23</sup> 617. 618. 7th. 125. Star 40.

2. New. 2. 240. c.

~~as a promise to perform~~

2. Performance  
agreement  
 + to know what  
seems in

2. Where performance on both sides  
 is to be concurrent, neither can com-  
 pel the other to perform till he has  
 performed his part. <sup>the</sup> offered for, is at  
 the place appointed ready the other  
 being absent, or, is ready, and demand  
 performance, or the other (refuses.)

3. A. promises to deliver B. a load of  
 wheat on such a day for such a  
 price. (2 New. R. 240. c. 1. Exm. 35. c. 2.)

2. Exm. 35. 1. East. 203. 617. 629. 7th. 125.  
 Cal. 171. 112. 113. Doug. 659. 665. 688. 4th. 701.  
 1. R. R. 303. 8th. 300. Star 535.

+ in such a ca.  
 to entitle pff to  
 recover.

4. The place is appointed for performance;  
 sufficient, that plaintiff was. Here, ready,  
 and defendant absent. (See tenor, in  
copy.) (1. East. 203. 238. 4th. 125. Star 406.  
 Cal. 171. 112. 113. Doug. 688. 4th. 701.)

11. ~~in this case~~, defendant was to perform  
 on request; <sup>it is sufficient</sup> that plaintiff was ready  
 and requested, and defendant refused.  
 East. 23.

# Considerations of Contracts

415

If then the agreement is, that one shall do an act for doing which the other shall pay: the doing is a condition precedent (supra) =

But if, according to the terms of the contract, the money is to be paid on a day, which is to arrive, or may arrive, before the act can be performed, the doing is <sup>of the act</sup> not a condition precedent (1. Sams. 320. a. 2. New R. 248. a.)

Here action lies for the money before the thing is done - (1. Sams. 320. a. 1. Fort. 381. 80th ed. 42 - 5. Vin. 41. 1. P. 662. 1. Rev. 358. Dis. 171. 4. G. 100. b. 1. Rest. 147. 1. Sams. 319. 2. S. R. 389. b. 1. R. 542. 4. H. 135.

\* Ex. Prom. to pay such a sum for a year's labour - as for building a ship: [The money to be paid in ten days]

Here indeed, the payment is a condition precedent, <sup>may be</sup>

The money to be paid in ten days

So, if in the last case, (where a day is fixed for payment), ~~and~~ no time is fixed for performance on the other side. (1. Sams. 320. a. 2. New R. 233.) In both cases, if performance is not made at the time and place, having previously promised to do so, whether the other has performed, or not.

But if the day, appointed for payment, is to arrive after the time fixed for doing the act; performance of the act is a condition precedent, and must be proved in an action for the money.

(1. Rev. 358. Stat. 171. 3. Stat. 75. [1. Rev. 76. 1. Rest. 114. 115. cont. not law] 1. Sams. 320. b. 2. New R. 248. b. 12. Vin. 462. 1. S. R. 665.





Promises  
mutual, &c.

+ not from 4<sup>th</sup>  
order in which  
stipulations precede,  
a for each, each  
other.

The question, whether promises are  
mutual, or dependent, is to be determined  
not by the meaning and understanding  
of the parties, to be collected from the spirit  
of the agreement, and the nature of the  
contract, viz from the order, in which the  
intent requires their performance; +  
Doug. 665- 1. T.R. 645. 7. H. 135. 6. H. 570. 668.  
5 ac. 171- 6. T.R. 373. 1. Saund. 320 a note.  
2. Hov. R. 245. H. 240 a m.

Where the promises are mutual, (viz) in  
a contract, it is no bar to an action <sup>on either side</sup>  
that the plaintiff has not performed his  
part. - [Doug. 665- 2. H. R. 1312. 1. H. 355.  
3. Lee 41- 1. H. 15. Coupl 50] =  
= Each may have a cause of action a-  
gainst the other, at the same time.

The English Courts have leaned of late  
against construing promises in depend-  
ent - (4. T.R. 701- 2. H. 371- Grose, p. 109- Willems  
12 490. 1. East, 519.



Supp. Consideration  
what

sup. 10 #

Not necessary in Contract, that the consideration be expressed in direct terms. Sufficient if one can be collected out of the whole agreement.

1. Pow. 368. 1. Ke. 451.

G. Agreement for settling business.

sup. 13 #

But if an express consideration appears upon the face of the Contract, the better opinion is, that no other can be implied.

Exposition, part 2. (Title in Dec. 21.)

+ 4. Co. 40. 1. Pow. 368.

[Return to p. 113.]

Franchise in Common Law, Grant in the consideration of a Contract, does not, in general, vitiate it. Tho' fraud in the grant

+ by specialty, does. 1. Co. 304. 2. Co. 574. 2. Co. 3. 9. 11 Co. 27.

# 2. Co. in 2<sup>d</sup> 2. Co. 420.

One of you absent wanted in the second can; not in side ex. Bond the first.

for a person of an unreasonable age yet it is said that said son's every house. The first being established by his death, to some extent of course. How is this to be understood?

Ex. Read falsely read - wrong instrument. substituted by artifice - Ca. of marksmen, p. 88.





Fraud in the  
Contract

case, where the fraud is partial. Here  
the relief is in Equity; for Courts of law  
must give judgment for the whole amount,  
or for nothing. Cannot apportion.

(according to an rule)

But though the fraud is total, yet if the  
obligation is not in fact, (or if etc the  
obligations are not in fact, relief may  
be had in Equity. Secus, the promisee  
would remain in disparity till the  
promisee would bring the contract  
into a suit at law.









Grant of Common out of all my Manor.  
Grantor has Common only in Common  
Manor - not in Manor's pro-ten - See 377

Grant of all the free growing on my farm.  
Does not include fruit tree growing on my  
farm or orchard, if there are other trees  
growing on the land. (See 378)

Gift by  deed  
(379),  
(Chadwick, 51)  
+ to constituted,  
and

from necessity,  
it may take effect as if it were in form and  
structure, as an instrument of a different ob-  
ject: T. freehold out on grant by joint tenant  
to him co-tenant, a release; a Common release  
never to one release, as an express release to  
him or to one release to him - 30 See 380  
See 379, 380, 381, 382

Money repaid

From the effects. Thus if a contract is made  
and repaid to the contract repaid to  
the contract repaid to the contract repaid to  
him, a different form as to be but upon  
him - (See 380, 381, 382) (See 382, 383)  
promise must to pay.

Where words of Constitution are used in li-  
mitations of estate - 384, 385, 386, 387  
See 380, 381, 382, 383, 384



# Interpretation of Contracts

• If an ownership is granted to (~~one~~ ~~or~~ ~~the~~) person to be some, the grant is Conditional, though not so if expressed: for otherwise the grantor would be without remedy.  
 1. See 2d. Ray 14.

From circumstances.

• The circumstances, attending the transaction, may be <sup>considered</sup> ~~examined~~, to explain a Contract which might otherwise be doubtful, or be construed against the intention of the parties. 1. See 185.

• If a grant is made to A. for some purpose, it shall be interpreted to be some. If proposed some purpose is law if he is a lawyer in Spain, if a Physician.  
 1. See 185.

• If one, having power in his own right, and as Executor, grants all his goods, the grant is construed to include his own goods only. (1. See 306. 3. See 270.  
 1. See 185. 1. See 185.)

Interpretation of Contracts

gen. words of release.

where there is a recital of a particular claim in a release, followed by general words of release, the latter are qualified and restrained by the former.

1. Br 307. 2. Br 311. 3. Br 244. 4. Br 353.

D. has a judgment on bond against P for 1000. P gave a receipt of 500 and paid. In receiving the 500 D. wrote to P reciting a release, acknowledging the receipt of the legacy and concluding with general words of release, viz. "All demands against him as Executor."

The debt is not discharged.

1. Br 307. 2. Br 311. 3. Br 244. 4. Br 353.

Recy. Recy. where the receipt of a particular sum is acknowledged, and no particular claim recd. to be paid.

1. Br 307. 2. Br 311. 3. Br 244. 4. Br 353.





and "lawful" or not? the <sup>penalty</sup> ~~term~~ of years.  
(C. Sec 252 & 253 L. Port. §. 405)

142.

In Excellant of Excellant decree & office  
+ into Excellant?

C. Sec 252 & 253 L. Port. §. 405

Prophet also, where the, application of  
the general rule (p. 1 page 4) will occur  
been an injury to a kind person. Thus, if  
tenant in tail makes a lease for life,  
not expressed for whole life; the life of the  
lessee shall be intended. Even, the issue  
or succession might be injured.  
(C. Sec 252 L. Port. §. 405)

Though if expressed by tenant in fee, the term  
shall be for expressed life.  
(C. Sec 252 L. Port. §. 405)

Subject to these rules the terms are to be  
construed in the most comprehensive  
sense, in which they are generally under-  
stood. E. Government of persons to grant  
the rights of all persons, is a contract  
against the claims of all persons.  
(C. Sec 252)







Interpretation of Contracts

If several deeds <sup>or instruments</sup> are made at the same time, between the same parties, respecting the same subject, they are all considered as part of the same Contract, and to be taken together for the purpose of construction.

See the 2<sup>d</sup> Nov. 518.

Ex. Absolute deed, with a defeasance separate - then make a mortgage.

Of Assigning, discharging and varying Contracts

Cont. How closed Options Fill the terms of contract placed Contract are accepted on both sides, the Contract <sup>is then</sup> consummated; and either party may retract his offer. 1. Bro 335. 3. 2<sup>d</sup> 553. 148. See 1. Bro 261. Exp (47). - So, of a bidding execution, before goods are knocked down to him (3, R. 148.

Put an offer on one side accepted by the other becomes a Contract. So that either by tendering performance according to the terms of the agreement, may bind the other. 1<sup>st</sup> 2<sup>d</sup> 3<sup>d</sup> 4<sup>th</sup> 5<sup>th</sup> 6<sup>th</sup> 7<sup>th</sup> 8<sup>th</sup> 9<sup>th</sup> 10<sup>th</sup> 11<sup>th</sup> 12<sup>th</sup> 13<sup>th</sup> 14<sup>th</sup> 15<sup>th</sup> 16<sup>th</sup> 17<sup>th</sup> 18<sup>th</sup> 19<sup>th</sup> 20<sup>th</sup> 21<sup>st</sup> 22<sup>nd</sup> 23<sup>rd</sup> 24<sup>th</sup> 25<sup>th</sup> 26<sup>th</sup> 27<sup>th</sup> 28<sup>th</sup> 29<sup>th</sup> 30<sup>th</sup> 31<sup>st</sup> 32<sup>nd</sup> 33<sup>rd</sup> 34<sup>th</sup> 35<sup>th</sup> 36<sup>th</sup> 37<sup>th</sup> 38<sup>th</sup> 39<sup>th</sup> 40<sup>th</sup> 41<sup>st</sup> 42<sup>nd</sup> 43<sup>rd</sup> 44<sup>th</sup> 45<sup>th</sup> 46<sup>th</sup> 47<sup>th</sup> 48<sup>th</sup> 49<sup>th</sup> 50<sup>th</sup> 51<sup>st</sup> 52<sup>nd</sup> 53<sup>rd</sup> 54<sup>th</sup> 55<sup>th</sup> 56<sup>th</sup> 57<sup>th</sup> 58<sup>th</sup> 59<sup>th</sup> 60<sup>th</sup> 61<sup>st</sup> 62<sup>nd</sup> 63<sup>rd</sup> 64<sup>th</sup> 65<sup>th</sup> 66<sup>th</sup> 67<sup>th</sup> 68<sup>th</sup> 69<sup>th</sup> 70<sup>th</sup> 71<sup>st</sup> 72<sup>nd</sup> 73<sup>rd</sup> 74<sup>th</sup> 75<sup>th</sup> 76<sup>th</sup> 77<sup>th</sup> 78<sup>th</sup> 79<sup>th</sup> 80<sup>th</sup> 81<sup>st</sup> 82<sup>nd</sup> 83<sup>rd</sup> 84<sup>th</sup> 85<sup>th</sup> 86<sup>th</sup> 87<sup>th</sup> 88<sup>th</sup> 89<sup>th</sup> 90<sup>th</sup> 91<sup>st</sup> 92<sup>nd</sup> 93<sup>rd</sup> 94<sup>th</sup> 95<sup>th</sup> 96<sup>th</sup> 97<sup>th</sup> 98<sup>th</sup> 99<sup>th</sup> 100<sup>th</sup> 101<sup>st</sup> 102<sup>nd</sup> 103<sup>rd</sup> 104<sup>th</sup> 105<sup>th</sup> 106<sup>th</sup> 107<sup>th</sup> 108<sup>th</sup> 109<sup>th</sup> 110<sup>th</sup> 111<sup>st</sup> 112<sup>nd</sup> 113<sup>rd</sup> 114<sup>th</sup> 115<sup>th</sup> 116<sup>th</sup> 117<sup>th</sup> 118<sup>th</sup> 119<sup>th</sup> 120<sup>th</sup> 121<sup>st</sup> 122<sup>nd</sup> 123<sup>rd</sup> 124<sup>th</sup> 125<sup>th</sup> 126<sup>th</sup> 127<sup>th</sup> 128<sup>th</sup> 129<sup>th</sup> 130<sup>th</sup> 131<sup>st</sup> 132<sup>nd</sup> 133<sup>rd</sup> 134<sup>th</sup> 135<sup>th</sup> 136<sup>th</sup> 137<sup>th</sup> 138<sup>th</sup> 139<sup>th</sup> 140<sup>th</sup> 141<sup>st</sup> 142<sup>nd</sup> 143<sup>rd</sup> 144<sup>th</sup> 145<sup>th</sup> 146<sup>th</sup> 147<sup>th</sup> 148<sup>th</sup> 149<sup>th</sup> 150<sup>th</sup> 151<sup>st</sup> 152<sup>nd</sup> 153<sup>rd</sup> 154<sup>th</sup> 155<sup>th</sup> 156<sup>th</sup> 157<sup>th</sup> 158<sup>th</sup> 159<sup>th</sup> 160<sup>th</sup> 161<sup>st</sup> 162<sup>nd</sup> 163<sup>rd</sup> 164<sup>th</sup> 165<sup>th</sup> 166<sup>th</sup> 167<sup>th</sup> 168<sup>th</sup> 169<sup>th</sup> 170<sup>th</sup> 171<sup>st</sup> 172<sup>nd</sup> 173<sup>rd</sup> 174<sup>th</sup> 175<sup>th</sup> 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814<sup>th</sup> 815<sup>th</sup> 816<sup>th</sup> 817<sup>th</sup> 818<sup>th</sup> 819<sup>th</sup> 820<sup>th</sup> 821<sup>st</sup> 822<sup>nd</sup> 823<sup>rd</sup> 824<sup>th</sup> 825<sup>th</sup> 826<sup>th</sup> 827<sup>th</sup> 828<sup>th</sup> 829<sup>th</sup> 830<sup>th</sup> 831<sup>st</sup> 832<sup>nd</sup> 833<sup>rd</sup> 834<sup>th</sup> 835<sup>th</sup> 836<sup>th</sup> 837<sup>th</sup> 838<sup>th</sup> 839<sup>th</sup> 840<sup>th</sup> 841<sup>st</sup> 842<sup>nd</sup> 843<sup>rd</sup> 844<sup>th</sup> 845<sup>th</sup> 846<sup>th</sup> 847<sup>th</sup> 848<sup>th</sup> 849<sup>th</sup> 850<sup>th</sup> 851<sup>st</sup> 852<sup>nd</sup> 853<sup>rd</sup> 854<sup>th</sup> 855<sup>th</sup> 856<sup>th</sup> 857<sup>th</sup> 858<sup>th</sup> 859<sup>th</sup> 860<sup>th</sup> 861<sup>st</sup> 862<sup>nd</sup> 863<sup>rd</sup> 864<sup>th</sup> 865<sup>th</sup> 866<sup>th</sup> 867<sup>th</sup> 868<sup>th</sup> 869<sup>th</sup> 870<sup>th</sup> 871<sup>st</sup> 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930<sup>th</sup> 931<sup>st</sup> 932<sup>nd</sup> 933<sup>rd</sup> 934<sup>th</sup> 935<sup>th</sup> 936<sup>th</sup> 937<sup>th</sup> 938<sup>th</sup> 939<sup>th</sup> 940<sup>th</sup> 941<sup>st</sup> 942<sup>nd</sup> 943<sup>rd</sup> 944<sup>th</sup> 945<sup>th</sup> 946<sup>th</sup> 947<sup>th</sup> 948<sup>th</sup> 949<sup>th</sup> 950<sup>th</sup> 951<sup>st</sup> 952<sup>nd</sup> 953<sup>rd</sup> 954<sup>th</sup> 955<sup>th</sup> 956<sup>th</sup> 957<sup>th</sup> 958<sup>th</sup> 959<sup>th</sup> 960<sup>th</sup> 961<sup>st</sup> 962<sup>nd</sup> 963<sup>rd</sup> 964<sup>th</sup> 965<sup>th</sup> 966<sup>th</sup> 967<sup>th</sup> 968<sup>th</sup> 969<sup>th</sup> 970<sup>th</sup> 971<sup>st</sup> 972<sup>nd</sup> 973<sup>rd</sup> 974<sup>th</sup> 975<sup>th</sup> 976<sup>th</sup> 977<sup>th</sup> 978<sup>th</sup> 979<sup>th</sup> 980<sup>th</sup> 981<sup>st</sup> 982<sup>nd</sup> 983<sup>rd</sup> 984<sup>th</sup> 985<sup>th</sup> 986<sup>th</sup> 987<sup>th</sup> 988<sup>th</sup> 989<sup>th</sup> 990<sup>th</sup> 991<sup>st</sup> 992<sup>nd</sup> 993<sup>rd</sup> 994<sup>th</sup> 995<sup>th</sup> 996<sup>th</sup> 997<sup>th</sup> 998<sup>th</sup> 999<sup>th</sup> 1000<sup>th</sup>

Of annulling discharging and  
raising Contract.

And discharge  
+ or rather  
bindy rather.

Thus if A offer B. 25 for a horse, and B.  
says he will take it: - A. by tendering  
the money on B. by tendering the horse,  
may close the Contract.  
C. B. 147 C. B. 242 C. B. 334 R. 1

So if on such an offer accepted, earnest  
is paid; or, if a future time is fixed for  
performance; the Contract is complete,  
and the property transfers.

C. B. 147 C. B. 242 C. B. 334 R. 1  
R. 65

But if on the offer's being made and  
accepted, nothing more is done, (if there  
is no payment - nor delivery - nor earnest -  
nor future time appointed) and  
the parties separate; there is no Contract.  
C. B. 334 C. B. 335 C. B. 336 C. B. 337 C. B. 338  
C. B. 339 C. B. 340 C. B. 341 C. B. 342 C. B. 343  
- The bargain is unaided, by both parties.

So if A. agree to sell goods to B. if B. within  
a certain time, should choose to buy them,  
and B. within the time given, notice to A.  
that he will take them, according to the





135.

of annulling, discharging and  
waiving Contract

Recy, as to the acceptance of a bill of  
exchange. Acceptor may be discharged  
by cancel, after the bill is payable.  
(Chit. 83-4 - Com. 235-247)

(Bills of Exchange C 48) E. 47) =

~~is not to be a rule of the law much~~  
following the rule of 1797

Leases

But an agreement may<sup>in eq.</sup> be waived  
by a long omission on both sides to ex-  
cute, or claim under, it. E. An agree-  
ment between lord and tenants, to ex-  
clude a part of the common, relays  
for 20 years - (1. Pow. 413 - L. 430-1. 2. W.  
C. 116-229. C. 217-2. 2. W. 3-3) is a  
presumed abandonment.

109, where there was an agreement  
between intended husband and wife,  
that she should have her property  
to her separate use, and she permitted  
the husband during the whole cove-  
ture to take the sole to himself, she  
was  
presumed to have abandoned the  
agreement. (1. Pow. 229-2. 114 L. 430-1.  
1. Ch. 2. W. 844. 209 3. L. 2 417)



137.

Balance of conf<sup>t</sup>

Perforin. premita

If he who is to be handed over by the person  
owner of a Contract, prevents it,  
having liens executed; it is "dissolved".  
1. Par. 410. 2. 2. 3. 2. 4. 2. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827

113.



of annulment discharging and  
waiving Contract

Reform. Grounds  
ante. 1st.

Ex. 1. a. makes a gift to B. with  
condition that it shall be paid, on A's  
saying 100 \$ to B. on a certain day;  
and on the day B. the deed is out of  
the realm - so that A. cannot recover;  
A. may re-enter as if the money  
had been paid - 1. Pow. 423. 6. 2. 216.  
Ex. 2. With not Equity consider A. as trustee  
of the money for B. 2

1. Contract may be annulled by a  
new Contract of a higher nature for  
the same thing - Morger. Ex. 1. Disin-  
gole Contract merged in a bond -  
So in a judgment - (1. Pow. 219. 423 -  
6. 45 - 29. 31. 6. 3. Bac. 134. Ex. 2. 184 -  
Call 185. 1. 2. 9. 3. East. 251. Bull. 185) =  
- Examp. 33.

= for the intention of the parties is not  
to furnish a new form security, but to  
substitute a higher one -

Ex. 1. it is said if the land is given to  
a stranger - (1. Pow. 423. Marg. Dr. 230. 6.) It is  
then an additional security - (Ex. 1. 34.)  
- not a substitute.



of Annulment & Discharging and  
Waiving Contracts

Release of pre-  
sents

Contract by deed cannot be annul-  
led or discharged to ligamens.

(1. Pow. 425-6 b. 3 44-10. 100. Cro. J. 254)  
nor by writing unless sealed.

(1. Saund. 271. n. 1. 2. Met. 88. 370.

• Nor by merely relieving the in-  
strument - to obligate - if obligor  
~~can~~ requires the possession of it.

(1. Pow. 426. Cro. J. 254. 2. Met. 88. 370. Calen. 110.

Deed payment or accord and satisfaction  
- of a debt is not a discharge.  
Though payment of the principal, debt  
when it is sufficient.

(1. Pow. 426-1-100. Cro. J. 254. 2. Met. 88.

3. Mod. 144.) This distinction appears to relate  
only to 4<sup>th</sup> form of pleading.

• The accord of the "damages" accord  
in a contract is a good discharge for  
the damages (1. Pow. 427. b. 3 45-4.

Cro. J. 254. 655. 2. Met. 88. 370. 3. Mod. 144.)



of annulling, discharging and  
rescinding contracts

Union of rights  
Society.  
(Dowry of E. & H. 14)  
Ex. & Adm.

When the right of obligation, created  
by a contract, exists in the same  
person, the contract is discharged at  
law. 1. Pow. 438.

2. Obligor becomes creditor or debtor  
in relation to obligee. - (S. & B. 130. Gal. 300.

3. Pow. 286-5. S. & B. 130. 10. H. 55. Lord. 105.

3. Dec. 1899. Kirk. 147. Peck. & Lockwood  
Sup. Court. Feb. 7. 1898. Cont. 1 day. 220

If obligor marries obligee, the con-  
tract is generally annulled <sup>at law</sup> by the  
legal union of the parties.

1. Pow. 438-9. 444. Vid. Husb. & Wife.  
Miter, if y. cond. is not to be performed, till  
after obligor's death.

Secur. of a bond made in contem-  
poration of marriage, and to be exe-  
cuted after the consumma-  
tion of the marriage.

1. Pow. 442-4. S. & B. 130. Gal. 300. 233.

2. P. Ray. 515. 1. Ch. Ca. 119. S. & B. 361.

Robert and Bell, Cont.

Discharge of law  
ante, 52. 81.

Discharge of law

Contract may also be discharged  
act of the Legislature. - (Pow. 444-5 =

Gal. 189. S. & B. 371. S. & B. 218.

Unconscionable (w. 27) S. & B. 371. S. & B. 218.  
act, afterwards, provision by state

of Annulling, recharging and  
waiving Contract

By act of God.  
142. 4.7.

So, by the act of God C. loses care-  
lessly to lose all the timber-trees  
growing, & they are blown down by  
tempest. (1. Pow. 446. 1. 2. 268. 1. 5. 98.  
Boy 55

So if A. bails a horse to B. to be re-  
turned & A. and the horse <sup>without B's fault,</sup> die of disease,  
Bailor is excused. - (1. Pow. 447. 8. Calm. 548.

So if A. contracts to serve B. a year for  
a sum to be paid in half yearly  
installments, and B. dies after the  
first installment, and before the  
last, <sup>B's is not payable for</sup> ~~the~~ the last. (1. Pow. 448.

But a Contract becoming partially  
impossible must be performed ex-<sup>28</sup>tra  
1. Pow. 448. Plow. 284 - (Municipal law)

So if one is bound in a bond, con-  
ditioned to convey land, before a certain  
day and die before the day, ~~the~~  
the penalty is saved, <sup>tho'</sup> surety with record  
a conveyance against his heir.  
142. 50. 1. 50

3. Annulling, discharge and  
raising Contract

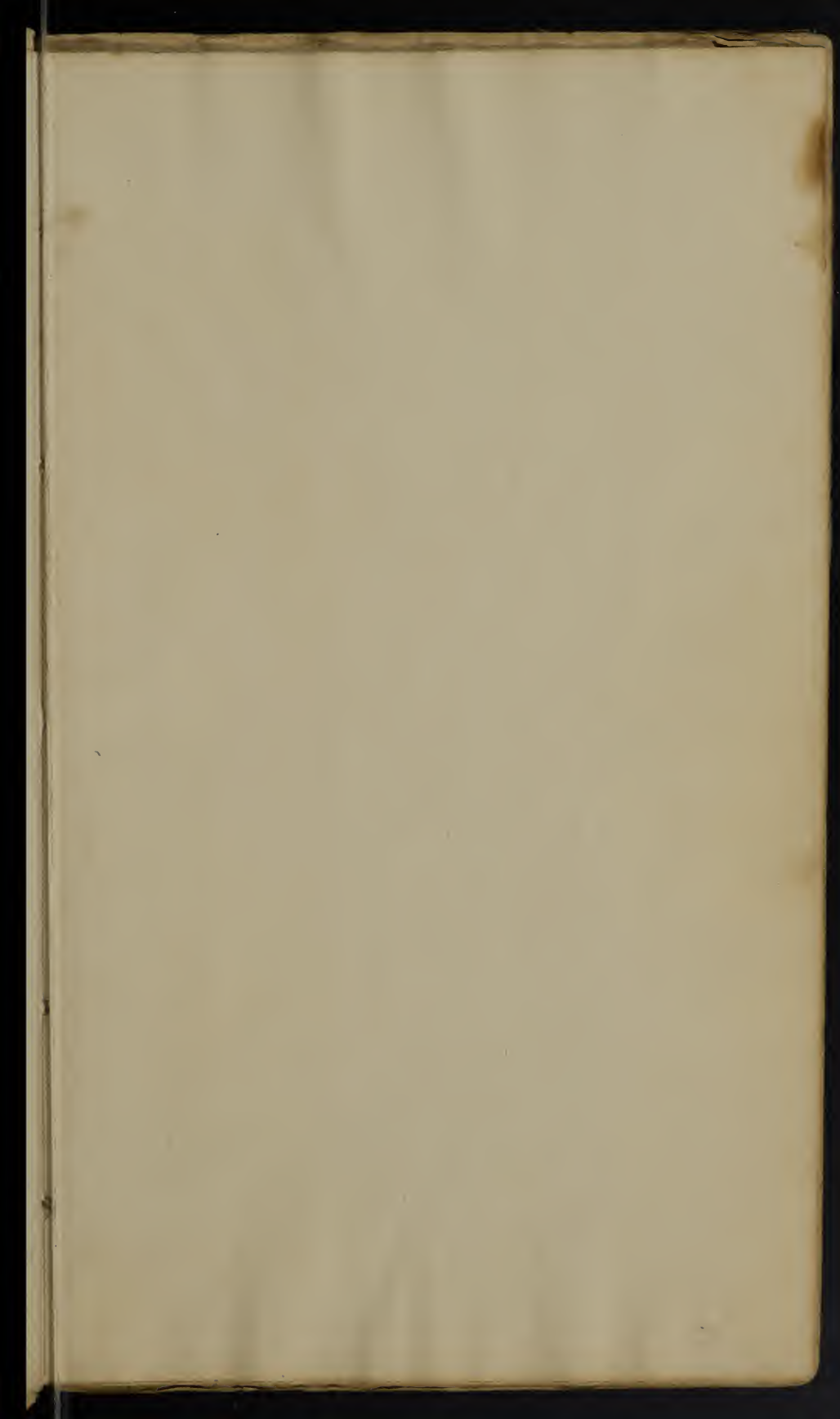
But the act of a third person can not  
regularly vary a contract. Q. Bond  
by <sup>4th</sup> E. conditioned that B. shall appear  
in an action, on 8 days notice, and  
that if judgment is against him  
A. will satisfy it - B. appears on 6  
days notice, and judgment is against  
him. A. is not bound to satisfy it.  
1. Rev. 551. 11. Rev. 481.

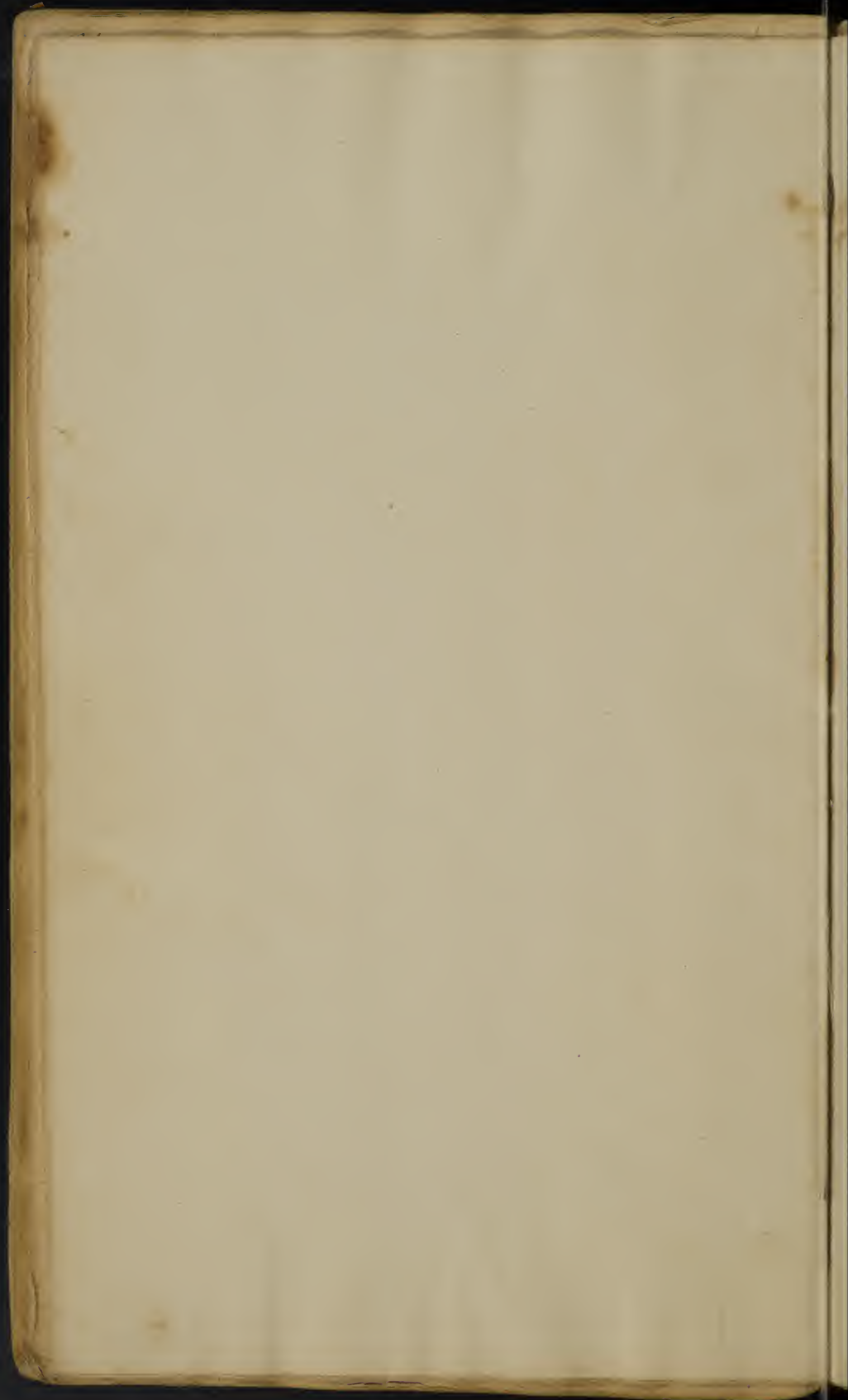
135.

though, where a contract is by the  
terms of it, to take effect, or to be va-  
ried, or annulled, by the act of a  
third person, his act will operate  
upon it, as provided for in the agree-  
ment. Q. Contract to buy property  
at such a price as P. shall name.  
The party <sup>becomes</sup> bound by his decision; and if  
he refuses to set a price, the Con-  
tract <sup>becomes</sup> void (1. Rev. 115-6)

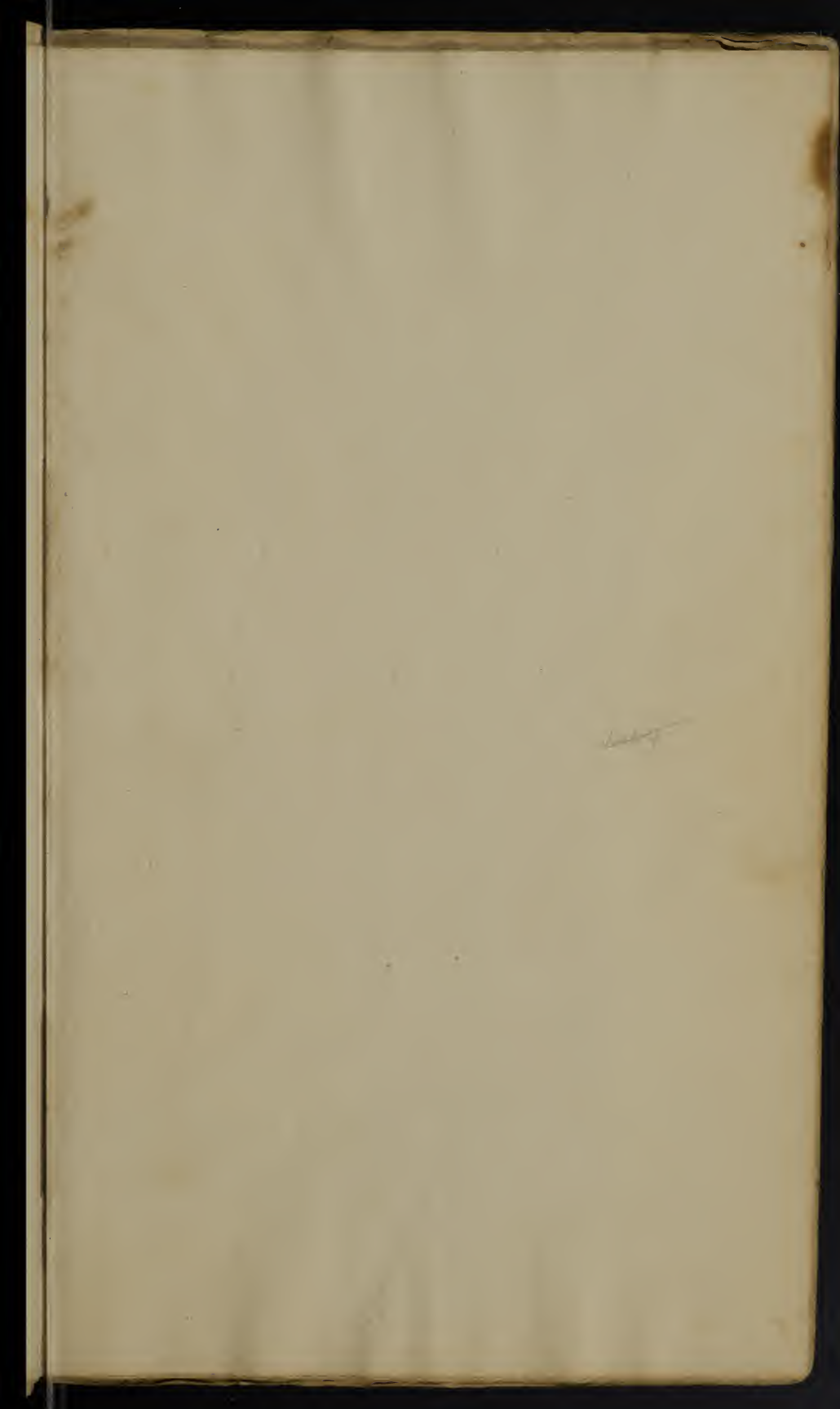


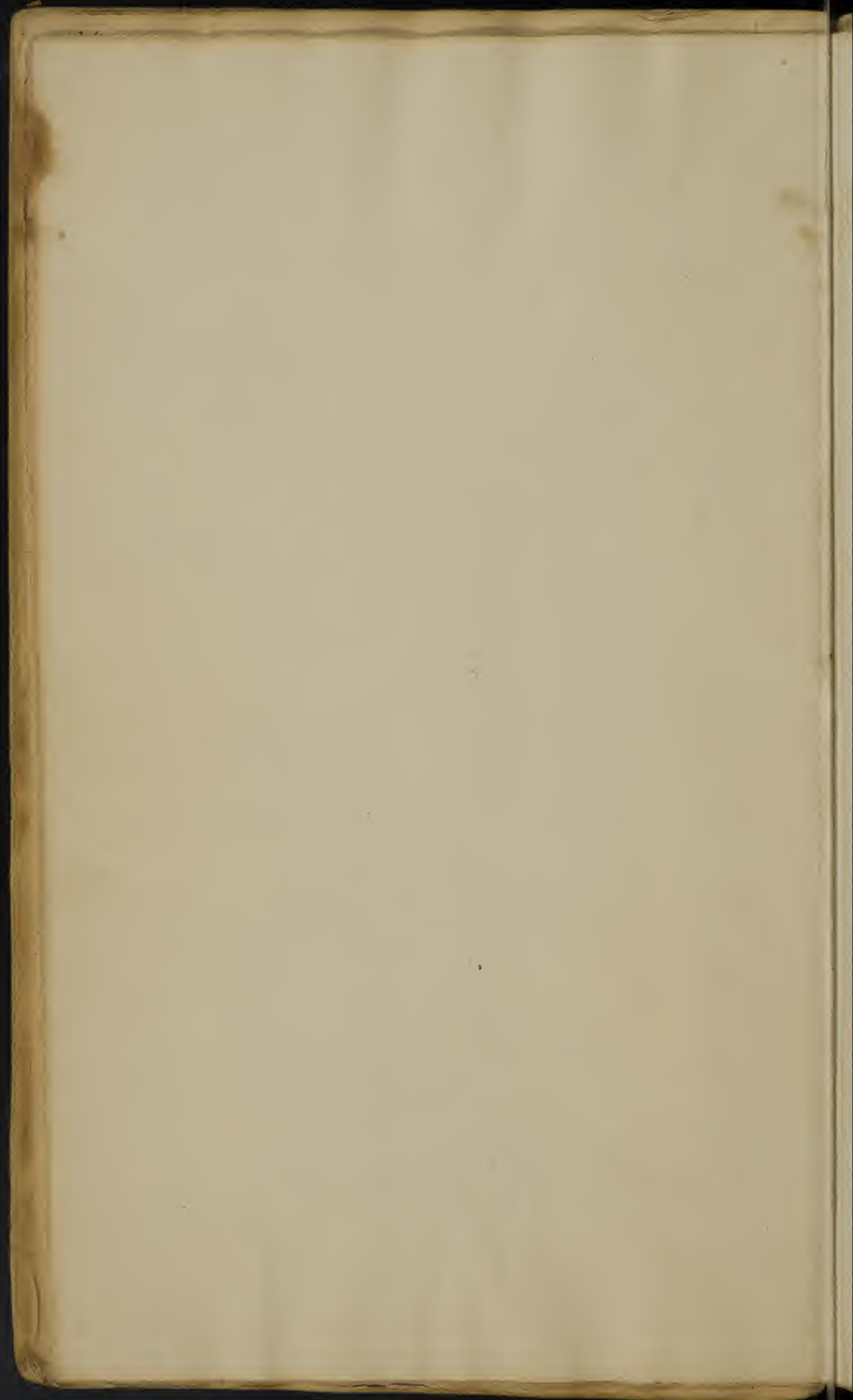


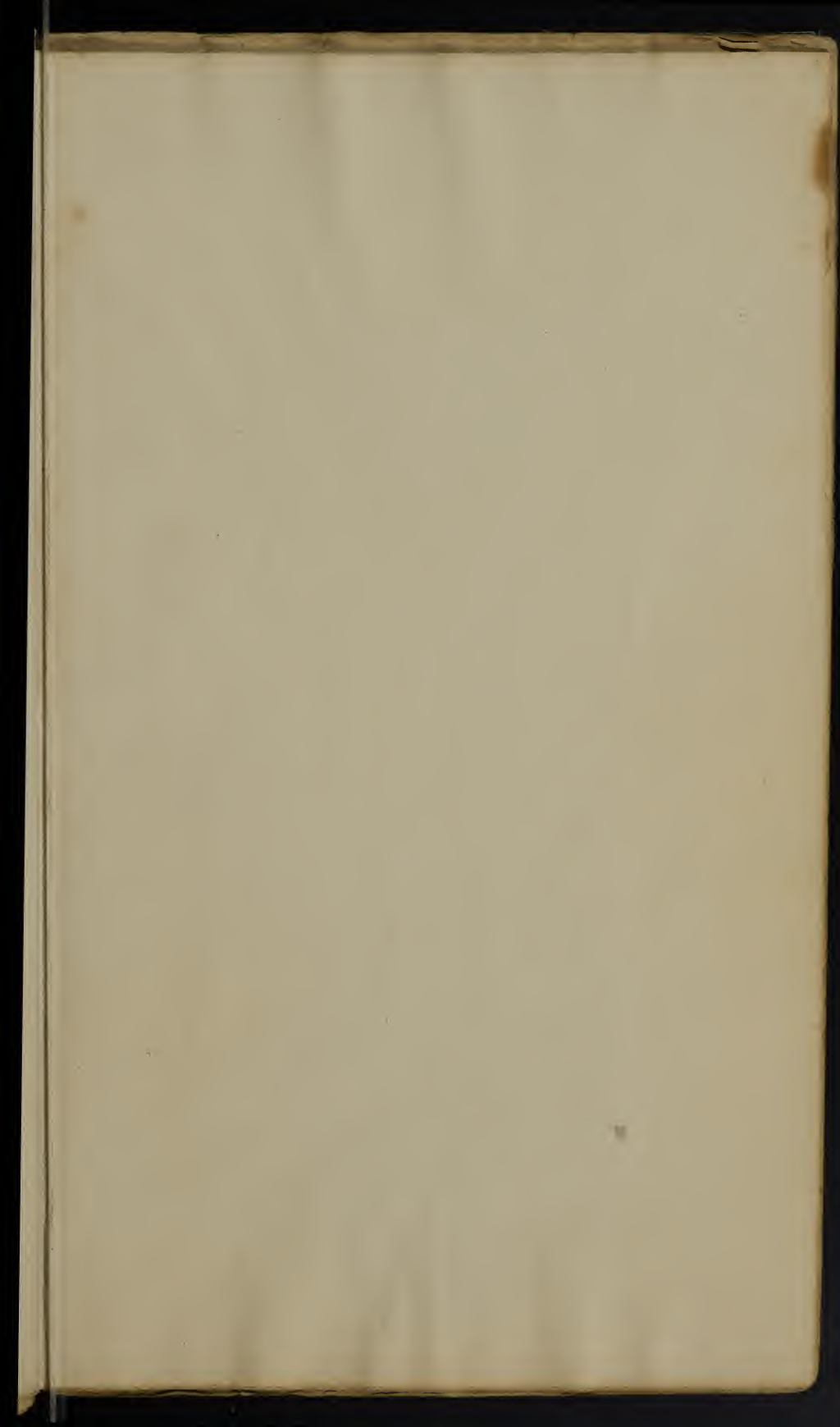




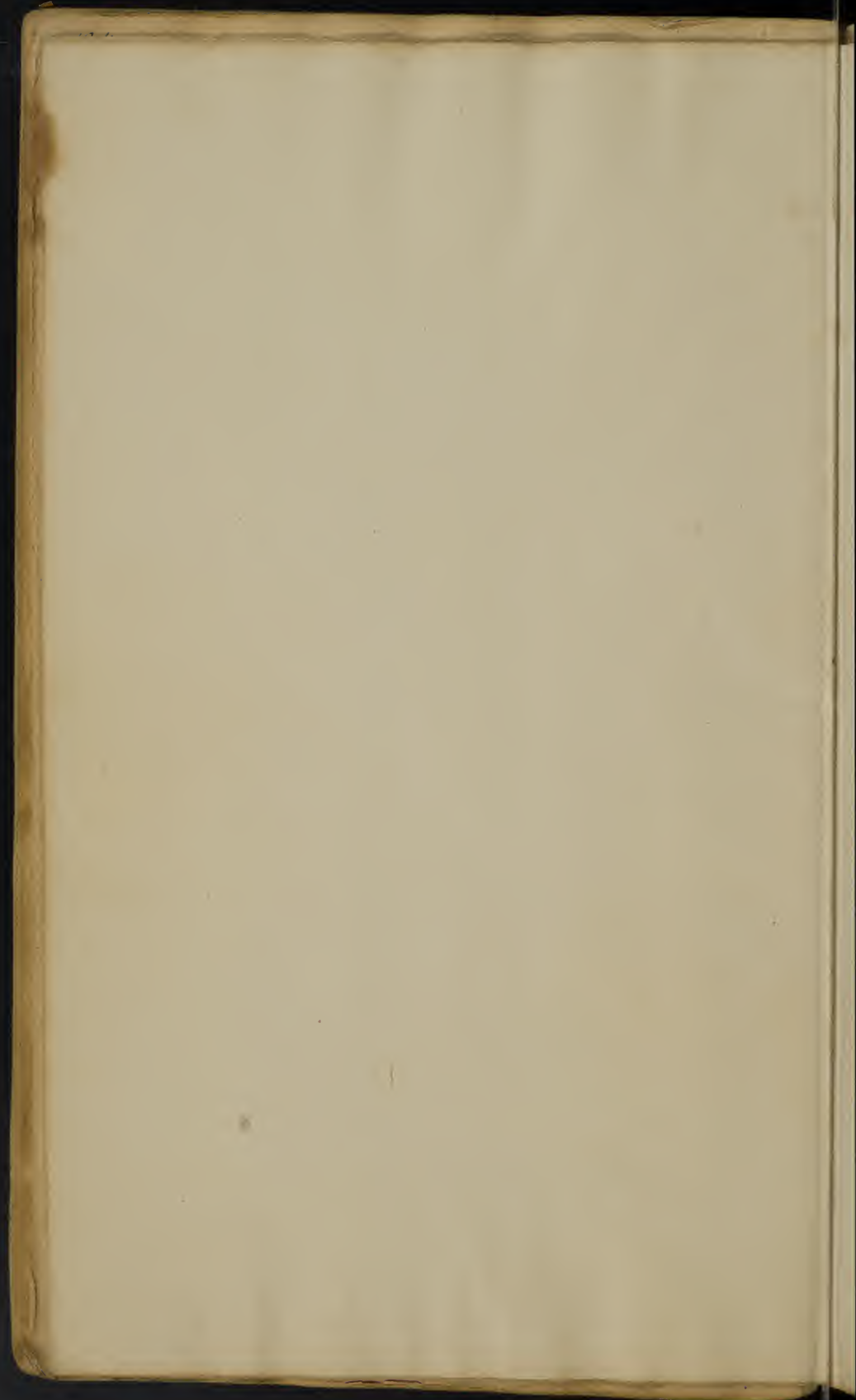


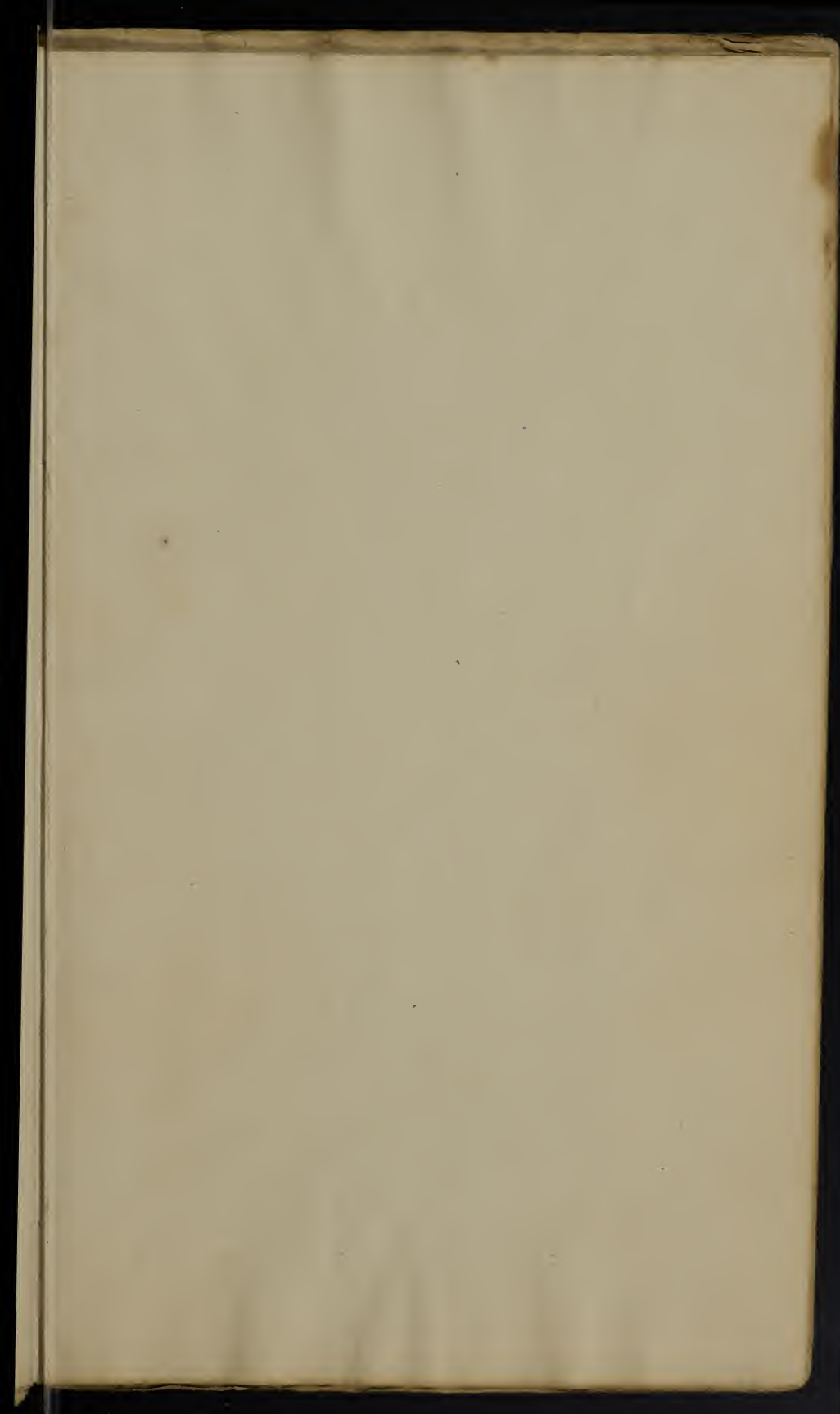


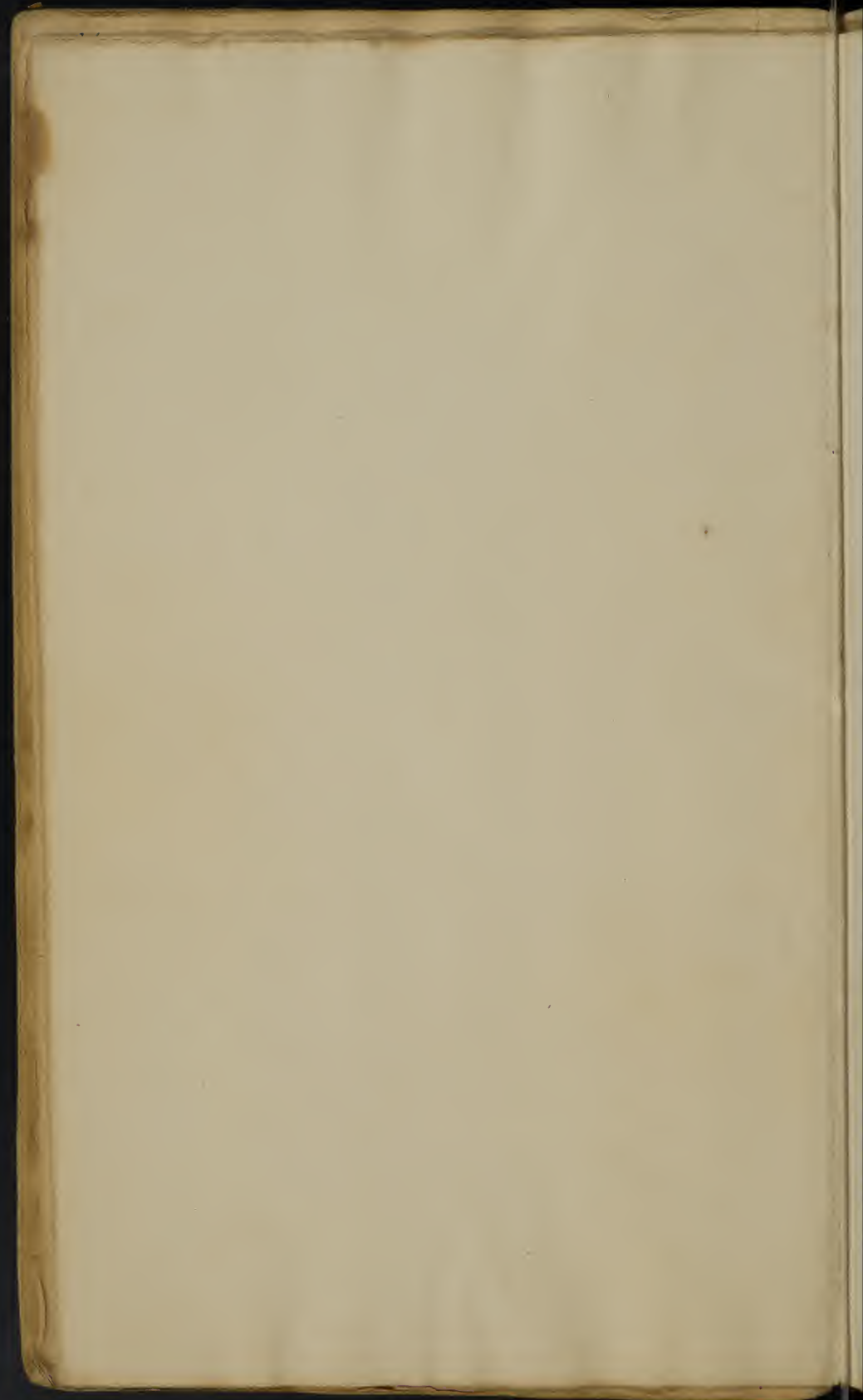




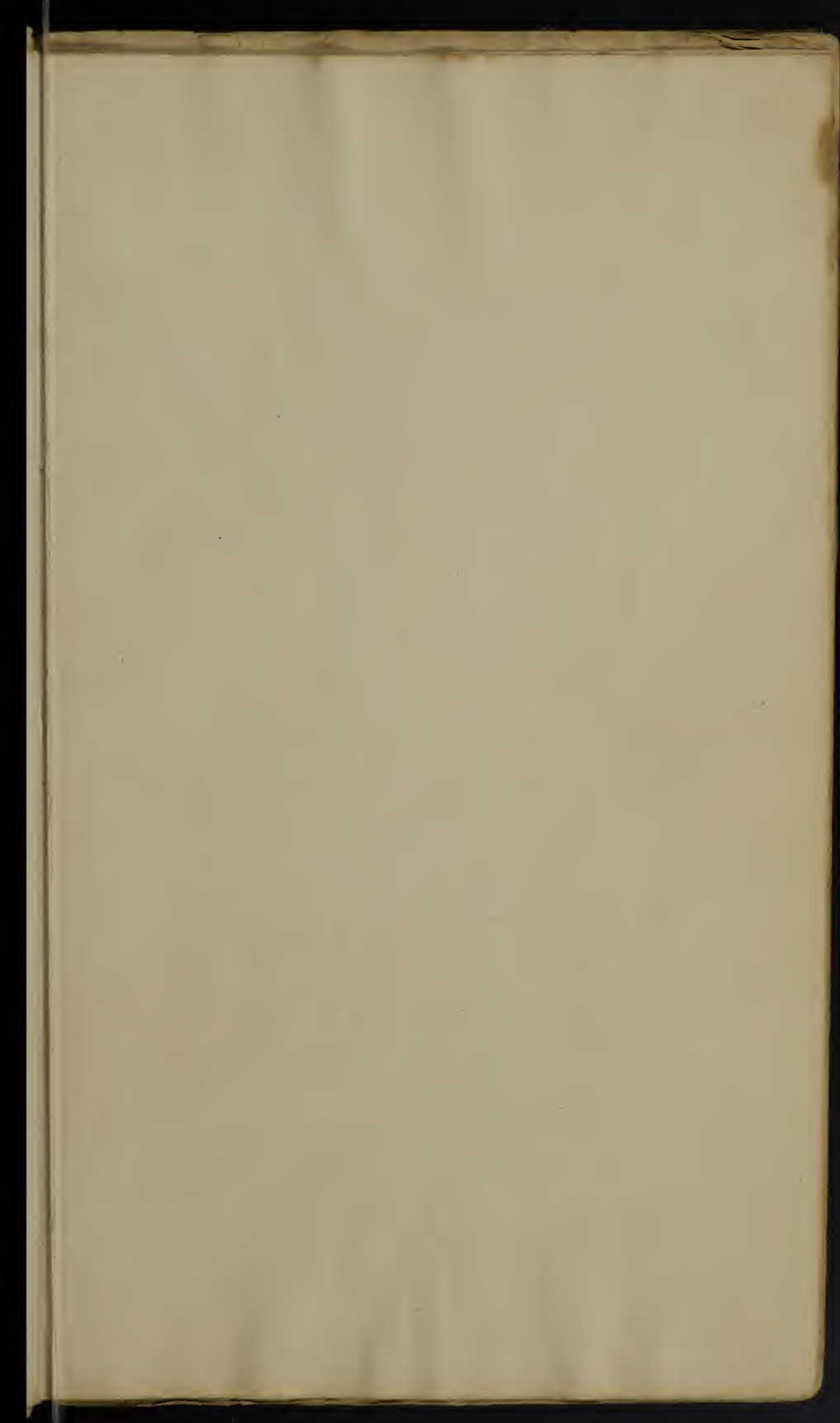


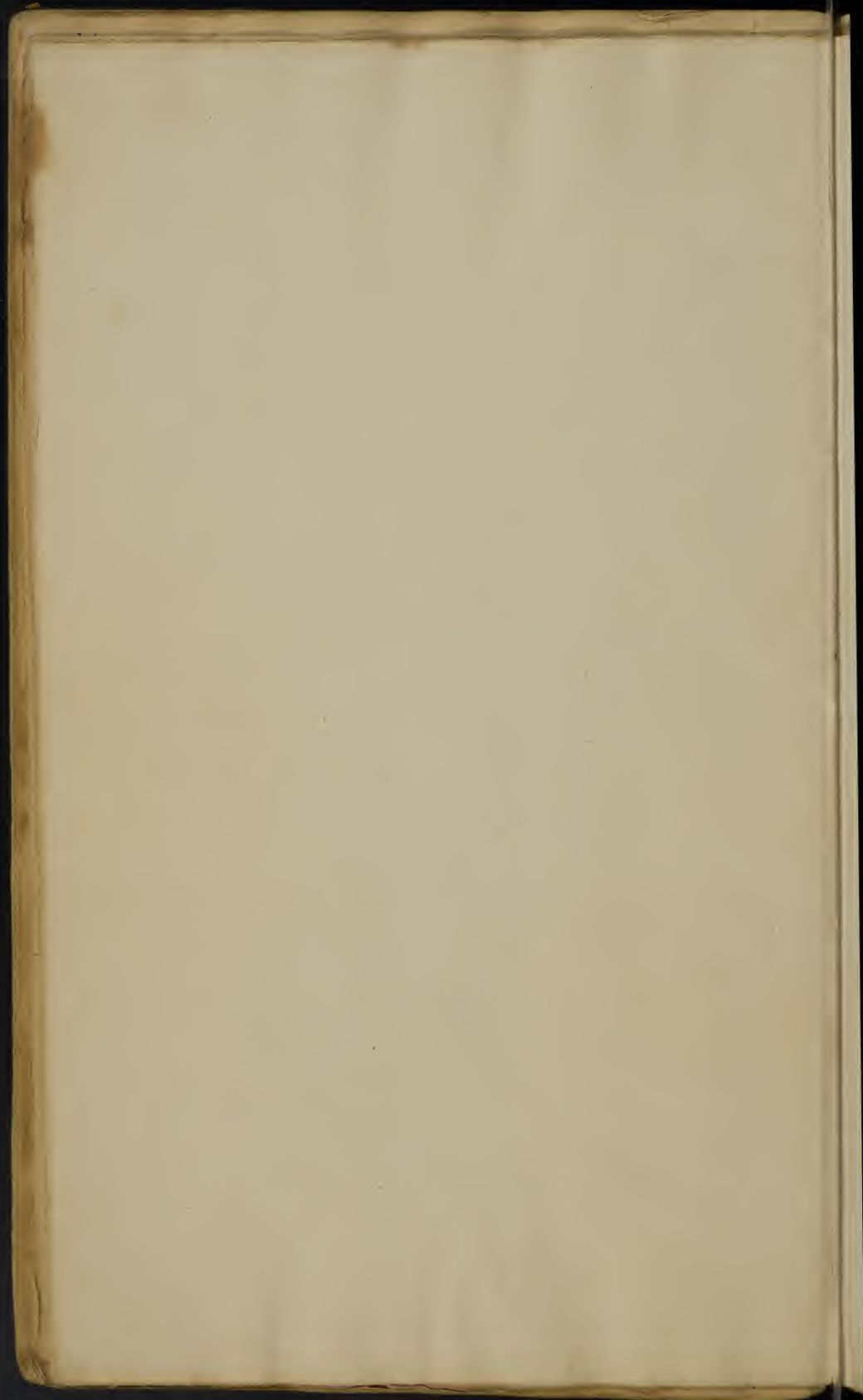


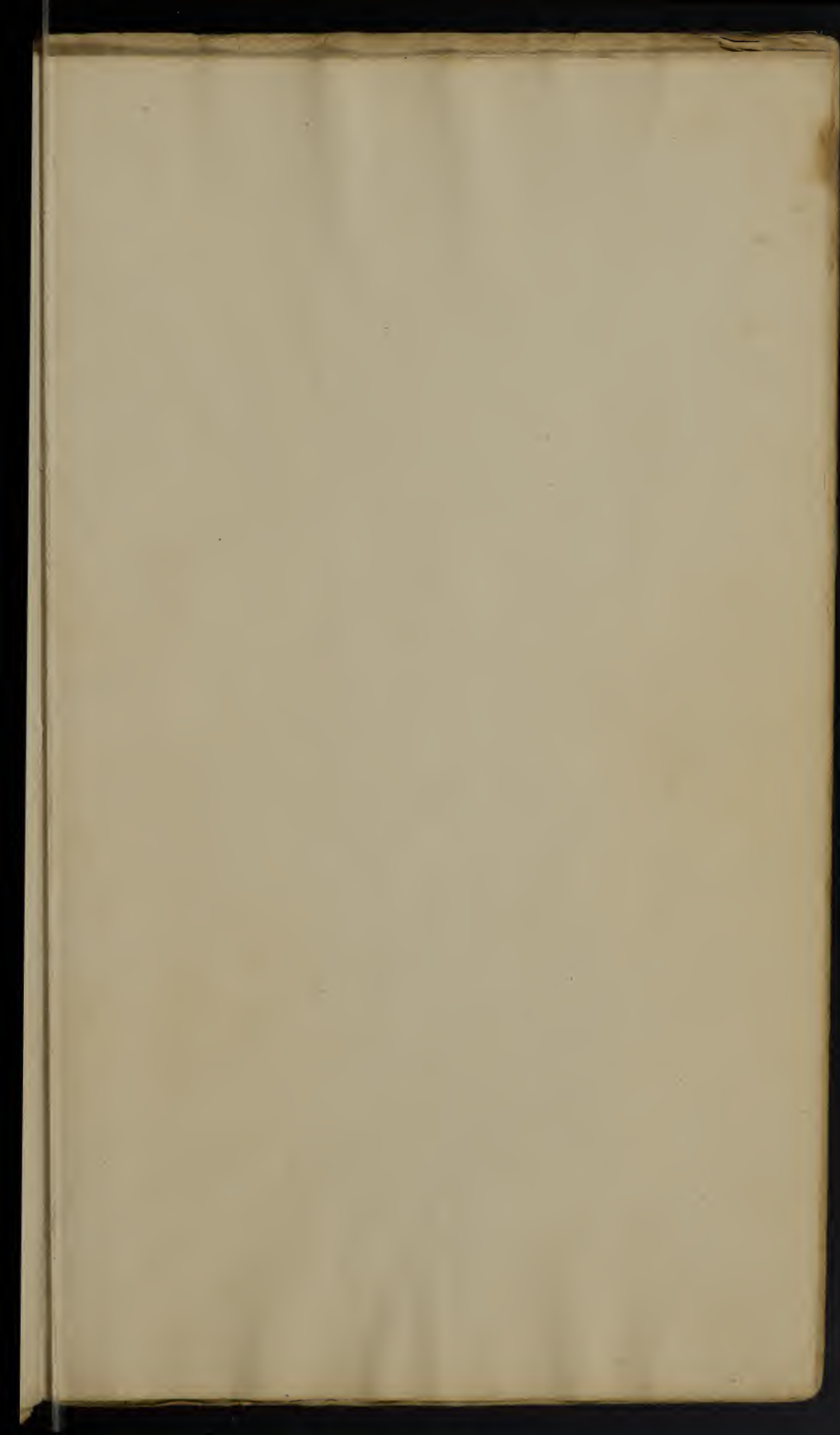




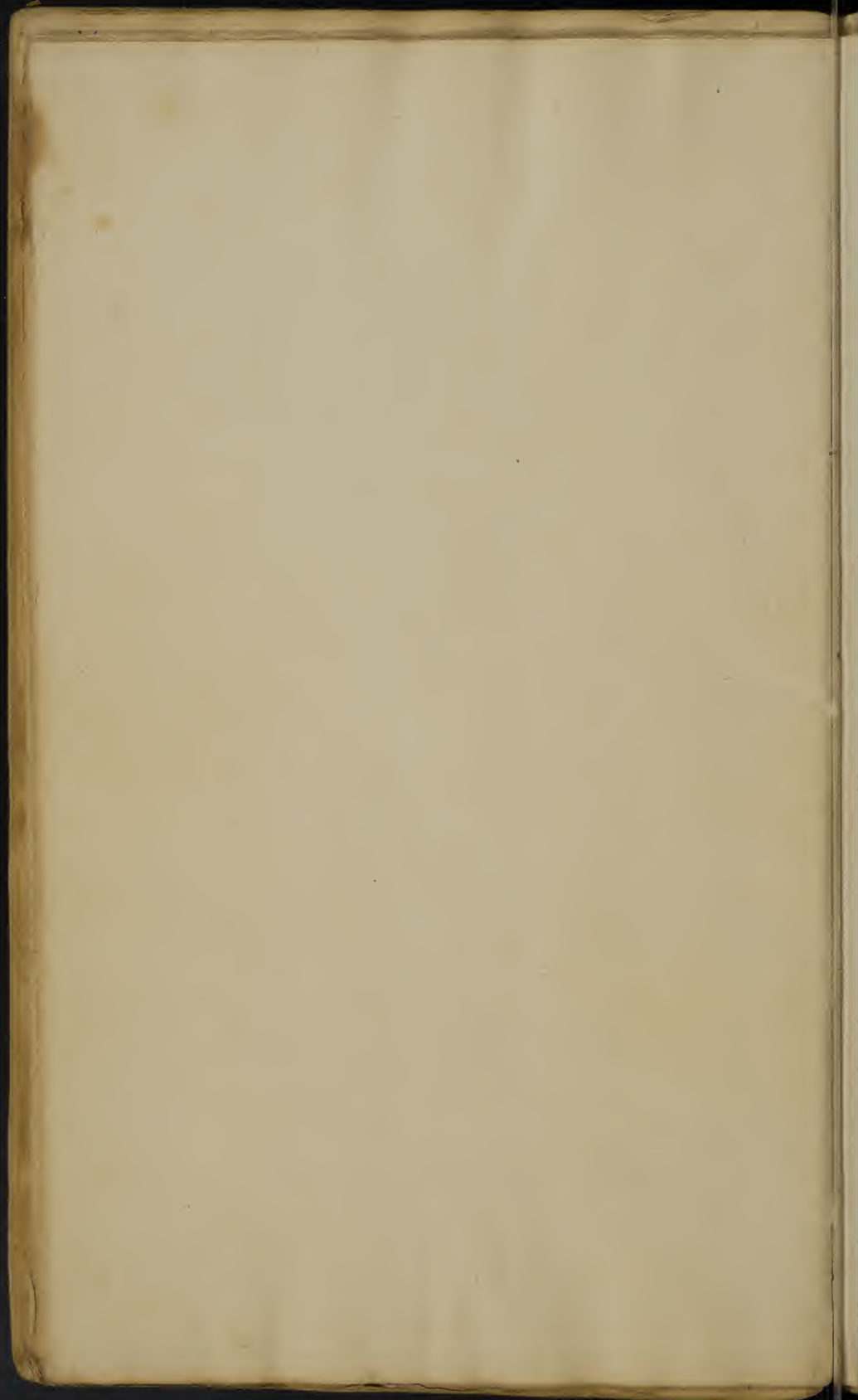


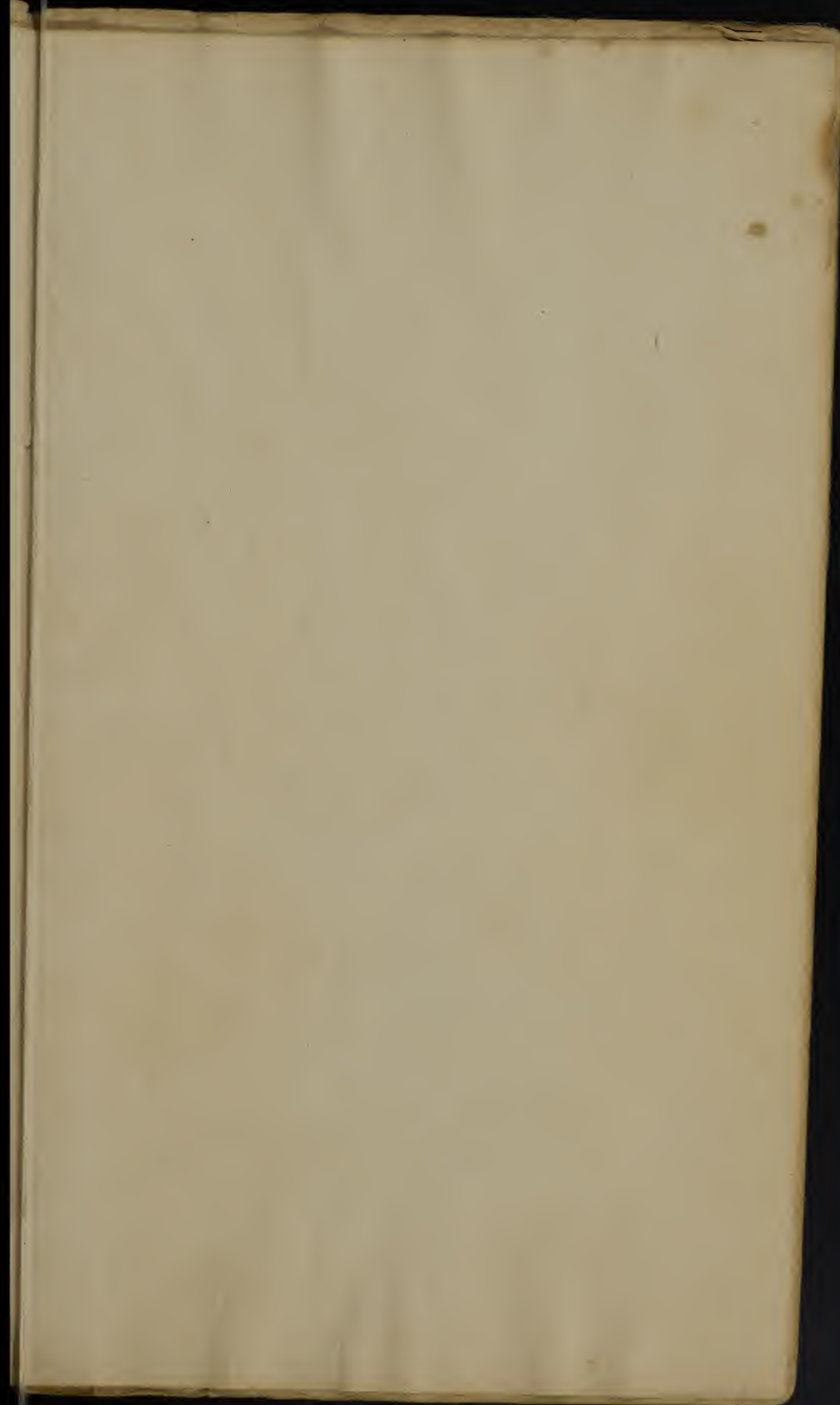












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